

**STATE OF CONNECTICUT
DEPARTMENT OF CORRECTION
PURCHASING DEPARTMENT
24 Wolcott Hill Road
Wethersfield, CT 06109**

INVITATION TO BID
SPECIFICATIONS & BID DOCUMENTS ATTACHED

BID NO: **81040** *BID OPENING DATE AND TIME:* Dec. 1, 2010 @ 2:00 pm

PURCHASING CONTACT: Michael McGuinness *PHONE #:* **860-692-7851**

BID CLASS/SUB-CLASS & DESCRIPTION: 0063-056 Purchase of Sewage Grinder

RETURN BID TO: **Department of Correction
24 Wolcott Hill Road
Wethersfield, CT 06109**

ATTN: Michael McGuinness

Or FAX TO: **860-692-7851**

OR E-MAIL TO: Michael.McGuinness @po.state.ct.us

NOTES:

*BIDS CANNOT BE ACCEPTED AFTER SPECIFIED BID OPENING TIME.
VENDORS WILL NOT BE ADMITTED TO STATE BUILDINGS WITHOUT A VALID
PHOTO I.D.*

STATE OF CONNECTICUT

DEPARTMENT OF CORRECTION

BIDDER'S CHECKLIST

THIS FORM IS NOT TO BE RETURNED WITH YOUR BID. HOWEVERS, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

- The Bid Proposal must be signed by a duly authorized representative of the company (unsigned bids are automatically rejected) and the Proposal Schedule must be included with your bid.
- The bid prices you have offered have been reviewed and verified.
- The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- Any errors, alterations, corrections or erasures to unit prices, total prices, etc. Must be initialed by the person who signs the bid proposal or his designee. Such change made and not initialed means automatic rejection of bid.
- The payment terms are NET 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *Exception:* State of CT Small Business Set-Aside bids payment terms shall be in accordance with CGS 32-09h.
- Any technical or descriptive literature, drawing or bid samples that are required have been included with the bid.
- The delivery information block has been completed. (Be specific: In most cases, "as ordered" or "as required" is not complete information.)
- Any addenda to the bid have been signed and included.
- The bid is mailed, e-mailed, faxed or hand-delivered in time to be received no later than the designated opening date and time. Late bids are not accepted under any circumstances. Please allow enough time if mailing in your bid.
- Read, sign and return the Department of Correction's Security Regulations for Contract Forces form (3 pages) with your Bid Proposal.
- All CHRO forms (4 pages) must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
- MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGE.
- VENDOR'S NAMES MUST APPEAR ON ALL PROPOSAL SCHEDULES.
- VERIFY THE FOLLOWING FORMS ARE INCLUDED IN YOUR BID PACKAGE
 - BID PROPOSAL - 2 PAGES / COMPLETE AND SIGN
 - SECURITY REGULATIONS - 2 PAGES / REVIEW AND SIGN
 - CHRO FORMS - 4 PAGES / COMPLETE AND SIGN
 - NONDISCRIMINATION CERTIFICATION FORM A - FOR INDIVIDUALS
1 PAGE - COMPLETE AND SIGN - **OR**
NONDISCRIMINATION CERTIFICATION FORM B - FOR ENTITIES
1 PAGE - COMPLETE AND SIGN
 - PROPOSAL SCHEDULE - COMPLETE AND SIGN

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Wethersfield, CT 06109

BID PROPOSAL

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Bid No: 81040	Bid Opening Date: December 1, 2010	Bid Opening Time: 2:00 pm
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Note: Bidder means Individual/Sole Proprietor, Partnership or Corporation name.

IMPORTANT: Both pages of this form, Sections 1 through 3 must be completed, signed and returned by the bidder as part of the bid package. Failure to submit both pages constitutes grounds for rejection of your bid.

Section 1 of 3 - **BIDDER INFORMATION**

COMPLETE BIDDER NAME (TRADE NAME, DOING BUSINESS AS)		SSN OR FEIN NUMBER
BIDDER ADDRESS	STREET	CITY STATE ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		PHONE NUMBER (INCLUDE TOLL-FREE NUMBERS) FAX NUMBER
SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED BIDDER		DATE
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
BIDDER E-MAIL ADDRESS		BIDDER WEB SITE
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION? (TYPE OF CORPORATION - _____)		
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH CERTIFICATE COPY TO BID) <input type="checkbox"/> NO		
IF YOUR BUSINESS IS A PARTNERSHIP , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.		
IF YOUR BUSINESS IS A CORPORATION , IN WHICH STATE ARE YOU INCORPORATED?		
IS YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY NAME & ADDRESS:		
IS YOUR BUSINESS REPORTABLE TO THE IRS? <input type="checkbox"/> YES <input type="checkbox"/> NO IF YES, A 1099/W2 WILL BE MAILED TO YOU AT YEAR-END.		
REMITTANCE INFORMATION: IN THIS BOX, INDICATE THE REMITTANCE ADDRESS OF YOUR BUSINESS IF DEFFERENT FROM ABOVE.		

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BID PROPOSAL

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Bid No: 81040

Section 2 of 3 - IMPORTANT INFORMATION FOR BIDDERS

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS (3 pages) of current issue and in effect on the date of bid issue. The form Standard Bid and Contract Terms and Conditions are made a part of the contract.
2. That should any part of this proposal be accepted in writing by the Department of Correction within thirty (30) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/or service for which this proposal is made, in the quantities and at the prices bid, and in compliance with the provisions of the STANDARD BID AND CONTRACT TERMS AND CONDITIONS, SECURITY REGULATIONS AND PROPOSAL SCHEDULE. Should award of any part of this proposal be delayed beyond the period of thirty (30) days of an earlier date specified by the bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.
3. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the Department of Correction named in the PROPOSAL SCHEDULE at the prices bid therein.
4. **Should the Department of Correction determine that bidder has not completed Section 3 - Bidder Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this bid.**

Section 3 of 3 - BIDDER DEBARMENT AND/OR SUSPENSION

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

___ Yes ___ No

The undersigned bidder further affirms and declares that neither the bidder and/or any company official nor any subcontractor to the bidder and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

___ Yes ___ No

If the undersigned bidder and/or company official or any subcontractor to the bidder and/or any company official has received notices of debarment and/or suspension with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____.

SIGNATURE OF AUTHORIZED PERSON IN SECTION 1, CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.

STATE OF CONNECTICUT

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STANDARD BID AND CONTRACT TERMS AND CONDITIONS

Page 1 of 3

All Invitations For Bids issued by the awarding agency of the State of Connecticut will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-30.

The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

Submission of Bids

Bids must be submitted on forms supplied by the awarding state agency or as otherwise specified.

1. The time and date bids are due is given in each bid issued. Bids received after the specified time and date shall not be considered.
2. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by the awarding state agency after the time specified for opening of bids shall not be considered. The original proposal schedule shall be returned to the awarding state agency. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. The person signing the bid proposal or their authorized designee must initial errors, alterations or corrections on the original proposal schedule. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
3. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.
4. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.
5. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.
6. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.
7. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.
8. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

Guaranty or Surety

9. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

10. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.
11. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

12. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The State reserves the right to award by item, group of items or total bid, and reserves the right to procure materials from the most economical source of acceptable supply. The State reserves the right to reject any and all bids or parts thereof, waive technicalities and to make awards in a manner deemed in the best interest of the State.

13. Procurement Services or the awarding state agency may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

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14. The awarding state agency may correct inaccurate awards resulting from clerical or administrative errors.

Contract

15. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

16. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the Department of Administrative Services and the awarding state agency.

17. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten-day period, the award will be made to the next lowest responsible qualified bidder.

18. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for the awarding state agency to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

19. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

20. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

21. Notwithstanding any provision or language in this contract to the contrary, the Commissioner of Administrative Services or the Commissioner of the awarding state agency may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services or the Commissioner of the awarding state agency, however, no compensation for lost profits shall be allowed.

Delivery

22. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

23. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

24. Deliveries are subject to re-weighing on State sealed scales.

25. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

26. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Saving Clause

27. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

28. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of the Department of Administrative Services, Procurement Services.

Rights

29. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

30. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

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STANDARD BID AND CONTRACT TERMS AND CONDITIONS

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31. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

32. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

Contractor(s) shall be required to complete and sign "State of Connecticut Contract for General Letter Purchases" form upon award of bid.

STATE OF CONNECTICUT

DEPARTMENT OF CORRECTION

SECURITY REGULATIONS (Page 1 of 2)

Revised 10/13/10

Facility Admittance

1. Due to the location and nature of the work, the contractors shall be required to issue identification badges to each of their employees. These badges shall be worn in plain sight at all times within the confines of the Correctional Facility.
2. All bidders and contracted personnel shall provide the Facility Maintenance Supervisor, a signed release form for each employee at least 10 business days in advance, to provide time for a background check to confirm their eligibility to be admitted on site. Information to be included on the form:
 - a. Name
 - b. Date of Birth
 - c. Social Security Number
 - d. Driver's License Number
 - e. Physical Characteristics (i.e. age, height, weight, etc.)

Official Working Rules

The following are a list of Official Working Rules submitted by the Department of Correction which the Contractor shall be obligated to follow.

- No verbal or personal contact with any inmates.
- All workmen will work under the observation of an assigned correctional officer or supervisor who will check them in and out.
- Equipment will be checked daily and, when not in use, locked in a secure place as the facility officials may direct.
- Hacksaws, blades, and files will remain in the custody of the officer assigned, except when actually being used.
- The correctional officials reserve the right to refuse admittance to any workman for any cause the correctional officials deem sufficient.
- In the event of any emergency, all outside workmen will be escorted outside the facility by the correctional official.
- All questions pertaining to interruptions of service or to safety of the facility, will be taken up with the appropriate correctional official.
- Work at the facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. No work shall be carried on at the facility on any Saturday, Sunday or Holiday, unless there is an emergency requirement.
- The contractor shall insure that when all apparatus is not in use, it will be made unusable or be supervised to prevent use by inmates for escape.
- The contractor shall supply, to the agency, a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the premises.
- Vendors shall provide a detailed list of tools brought into the institution including length of hacksaws, drill bits, etc. Institutions shall conduct inventories of contractor tools upon entering the institution.

"Rules and Regulations of the Dept. of Correction Facility"

All persons employed or entering the Dept. of Correction facility shall read the following rules and regulations and extracts of the laws governing the introduction and control of contraband. Each employee or person shall sign this paper to assure that he/she understands the penalties imposed for violation of these rules and regulations.

Restricted Areas

All persons except Correctional personnel employees, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, written permission must be granted by the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything to an inmate. Inmates are accountable to Correctional personnel only, no other person shall have any conversation or dealings with inmates without the approval of the Correction authorities.

Vehicle Control

Any persons entering upon the Correction grounds, shall remove the ignition keys and lock the vehicle when they leave it for any reason. A Correction Officer shall remain with the contractors' vehicle(s) while inside the compound. Vendors shall insure that equipment on trucks are secured while in the compound.

STATE OF CONNECTICUT

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SECURITY REGULATIONS (Page 2 of 2)

Revised 10/20/10

Contraband

Clothing or contraband shall not be brought into or onto the Correction facility's grounds or left in a vehicle. Contraband is defined in subsequent paragraphs and all persons are subject to these Department of Correction Facility Rules and Regulations concerning contraband when on the Correction facility's grounds.

The introduction or attempt to introduce into or upon the grounds of the Correction facility or the taking or attempt to take or send therefrom anything whatsoever without the knowledge of the Facility supervisor is prohibited.

Contraband may be defined as any article, whatsoever which is unauthorized under the circumstances and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal) instruments and the like. Any questions which may arise regarding such matters should be promptly discussed with the Facility supervisor.

Failure or negligence in complying with these regulations will result in immediate disciplinary action and/or removal from the site.

Cigarettes and Cell Phones are considered contraband in the institutions and shall NOT be brought into the institution.

State Laws Governing Contraband

Connecticut General Statutes, Chapter 952, Penal Code Offenses, Section 53a-174 to 53a-174b as stated:

Sec. 53a-174. Unauthorized conveyance of items into correctional or humane institution or to inmate: Class D felony.

Unauthorized conveyance of letter into or from, or use of false name to enter, correctional institution: Class A misdemeanor. (a) Any person not authorized by law who conveys or passes, or causes to be conveyed or passed, into any correctional or humane institution or the grounds or buildings thereof, or to any inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such conveying or passing to be such an inmate, any controlled drug, as defined in section 21a-240, any intoxicating liquors, any firearm, weapon, dangerous instrument or explosive of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, shall be guilty of a class D felony. The unauthorized conveying, passing or possession of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or buildings thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.

(b) Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys from within the enclosure to the outside of such institution any letter or other missive written or given by any person confined therein, shall be guilty of a class A misdemeanor.

(c) Any person or visitor who enters or attempts to enter a correctional institution or facility by using a misleading or false name or title shall be guilty of a class A misdemeanor.

Sec. 53a-174a. Possession of weapon or dangerous instrument in correctional institution: Class B felony. (a) A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon, dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.

(b) Possession of a weapon or dangerous instrument in a correctional institution is a class B felony.

Sec. 53a-174b. Conveyance or use of electronic wireless communication device in correctional institution. Any person not authorized by the Commissioner of Correction or the commissioner's designee who (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution, shall be guilty of a class A misdemeanor.

Signed: _____

Date: _____

STATE OF CONNECTICUT
COMMISSION ON
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
CHRO-4

Bid Number:

81040

CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the CONN. GEN. STAT.; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the CONN. GEN. STAT. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 46a-71(d) of the CONN. GEN. STAT.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the Contract Compliance Requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors, and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the CONN. GEN. STAT. as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n." Minority groups are defined in section 32-9n of the CONN. GEN. STAT. as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific American and Pacific Islanders; (6) American Indians..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the CONN. GEN. STAT. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (A) the bidder's success in implementing an affirmative action plan;
- (B) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 inclusive, of the Regulations of Connecticut State Agencies;
- (C) the bidder's promise to develop and implement a successful affirmative action plan;
- (D) the bidder's submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and gender composition of the workforce in the relevant labor market area; and,
- (E) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract.

The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidder's compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidder's "good faith efforts" to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 32-9e CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a non-profit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 32-9e CONN. GEN. STAT.

STATE OF CONNECTICUT
COMMISSION ON
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
CHRO-4

Bid Number:

81040

2) Description of Job Categories (as used in Part IV Bidder Employment Information)

Officials, Managers and Supervisors - Occupations requiring administrative personnel who set broad policies, exercise over-all responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes officials, executives, middle management, plant managers, department managers, and superintendents, salaried forepersons who are members of management, purchasing agents and buyers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, personnel and labor relations workers, physical scientists, physicians, social scientists, teachers, kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through about 2 years of post high school education, such as is offered in technical institutes and junior colleges, or through equivalent on-the-job training. Includes: draftspersons, engineering aides, junior engineers, mathematical aides, nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical sciences), and kindred workers.

Sales Workers - Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and sales persons, insurance agents and brokers, real estate agents and brokers, stock and bond salespersons, demonstrators, sales people and sales clerks, and kindred workers.

Office and Clerical Workers - Includes all clerical type work regardless of level of difficulty, where the activities are predominantly non-manual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, cashiers, collectors (bills and accounts), messengers and office workers, office machine and computer operators, shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, and kindred workers.

Skilled Workers - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes in their work. They exercise considerable independent judgment and usually receive an extensive period of training. Includes: building trades hourly paid forepersons and leadpersons who are not members of management, mechanics and repair people, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, tailors, and kindred workers.

Semi-Skilled Workers - Workers who operate machine or processing equipment or perform other factory type duties of intermediate skill level which can be mastered in a few weeks and require only limited training.

Unskilled Workers - Workers in manual occupations which generally require no special training. Perform elementary duties that may be learned in a few days and require application of little or no independent judgment. Includes: garage laborers, car washers and greasers, gardeners (except farm) and grounds keepers, longshore persons and stevedores, wood cutters and choppers, laborers performing lifting, digging, mixing, loading, and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. Includes: attendants (hospital and other institution, professional, and personal service), barbers, cleaning workers, cooks (except house-hold), counter and fountain workers, fire fighters, police officers and detectives, security workers and doorkeepers, stewards, janitors, porters, food servers and kindred workers.

Apprentices - Persons employed in a program including work training and related instruction to learn a trade or craft which is traditionally considered an apprenticeship, regardless of whether the program is registered with a state or federal agency.

Trainees - Persons engaged in a formal training for craft worker when not trained under an apprenticeship program. Includes: operatives, laborer and service occupations. Also includes persons engaged in formal training for official, managerial, professional, technical, sales, office, and clerical occupations.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin) - All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin) - All persons having origins in any of the Black racial groups of Africa.

Hispanic All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander All persons having origins in any of the original peoples of the Far East, Southeast Asia, Indian subcontinent or Pacific Islands. Includes China, India, Japan, Korea, Philippine Islands, & Samoa.

American Indian or Alaskan Native All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

Bid Number:
81040

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number (FEIN) or Social Security Number (SSN)
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Is bidder a small contractor? <input type="checkbox"/> Yes <input type="checkbox"/> No
Bidder Parent Company (if any)	-Is bidder a minority business enterprise? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, check ownership category <input type="checkbox"/> Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female
Other Locations in CT (if any)	-Is bidder certified as above by the State of CT (DAS)? <input type="checkbox"/> Yes <input type="checkbox"/> No

1. Does your company have a written Equal Employment Opportunity statement posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a of the Conn. Gen. Stat.? <input type="checkbox"/> Yes <input type="checkbox"/> No
2. Does your company have a written sexual harassment in the workplace policy posted on company bulletin boards? <input type="checkbox"/> Yes <input type="checkbox"/> No	8. Do you, upon request, provide reasonable accommodation to employees or applicants for employment who have physical or mental disability? <input type="checkbox"/> Yes <input type="checkbox"/> No
3. Do you notify all recruitment sources in writing of your company non-discrimination employment policy? <input type="checkbox"/> Yes <input type="checkbox"/> No	9. Does your company have a mandatory retirement age for all employees? <input type="checkbox"/> Yes <input type="checkbox"/> No
4. Do your company advertisements contain a written statement that you are an Equal Opportunity Employer? <input type="checkbox"/> Yes <input type="checkbox"/> No	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
5. Do you notify the CT State Employment Service of all employment openings with your company? <input type="checkbox"/> Yes <input type="checkbox"/> No	11. If your company has apprenticeship programs, do they meet the equal opportunity requirements of the apprenticeship standards of the CT Dept. of Labor? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> NA
6. Does your company have a collective bargaining agreement with workers? <input type="checkbox"/> Yes <input type="checkbox"/> No	12. Does your company have a written affirmative action plan? <input type="checkbox"/> Yes <input type="checkbox"/> No
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers <input type="checkbox"/> Yes <input type="checkbox"/> No	13. Is there a person in your company who is responsible for Equal Employment Opportunity? <input type="checkbox"/> Yes <input type="checkbox"/> No
6b. Have you notified each union, in writing, of your commitments under the non-discrimination requirements of contracts with the State of CT? <input type="checkbox"/> Yes <input type="checkbox"/> No	If yes, provide name and phone number.

1. Will the work of this contract include subcontractors or suppliers? ☐ Yes ☐ No

1a. If yes, list all the subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise (as defined on page 1). Attach additional sheets if necessary.

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? ☐ Yes ☐ No

STATE OF CONNECTICUT
COMMISSION ON
HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
CHRO-4

Bid Number:
81040

PART IV - Bidder Employment Information

JOB CATEGORY	OVERALL TOTALS	WHITE (NOT OF HISPANIC ORIGIN)		BLACK (NOT OF HISPANIC ORIGIN)		HISPANIC		ASIAN / PACIFIC ISLANDER		AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON-THE-JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

According to the above employment report, is the composition of your workforce at or near parity when compared with the racial and gender composition of the workforce in the relevant labor market area? ☐ Yes ☐ No

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percentage used)				2. Check (✓) any of the requirements listed below that you use as a hiring qualification.		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination.
SOURCE	YES	NO	% of applicants provided by source	(✓)		
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Minority/Community Organizations					Personal Recommendation	
Labor Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishment	

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatement of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

Signature	Title	Date Signed	Telephone
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Bid Number:
81040



INSTRUCTIONS:

REPRESENTATION OF AN INDIVIDUAL:

represent that I will comply with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Date _____

Printed Name

FORM B

Bid Number:
81040



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name

**STATE OF CONNECTICUT
DEPARTMENT OF CORRECTION
PURCHASING DEPARTMENT
24 Wolcott Hill Road
Wethersfield, CT 06109**

PROPOSAL SCHEDULE

BID NO. 81040	DELIVERY:	TERMS: Net 45	CASH DISCOUNT: % Days
BIDDER NAME:		SSN OR FEIN #:	
BIDDER ADDRESS:		TELEPHONE/EXT NO:	FAX NO:

*Payment terms are **Net 45 days**. Any deviation may result in bid rejection. Bid prices shall include all transportation charges FOB state agency.*

ISSUED BY: DEPARTMENT OF CORRECTION		ATTENTION: Michael McGuinness	BID NO: 81040
ADDRESS: 24 WOLCOTT HILL RD., WETHERSFIELD, CT 06109			DATE ISSUED: 11/17/10
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN UNLESS OTHER ADDRESS IS ENTERED HERE) Brooklyn Correctional Institute, 59 Hartford Road, Brooklyn, CT 06234			DATE AND TIME BID REQUIRED: 12/1/2010 2:00 pm
SIGNED FOR AGENCY:	TITLE: FAO	TELEPHONE: 860-692-7851	DATE MATERIAL REQUIRED: See Below

Item No.	Description of Commodity and/or Service	Quantity	Unit of Measure	Unit Price	Total Price
1	<p>Sewage Grinder as follows:</p> <ul style="list-style-type: none"> - Nominal size 8" x 12" Cutting Chamber - Ductile Iron Housing - Cutter Cartridges: 7 tooth cam cutters in 4130 or 4140 alloy steel - 2" Hexagonal Shafting 4130 or 4140 alloy steel - Mech. Seals- T.C. Seal Faces <p>Motor and Drive as follows:</p> <ul style="list-style-type: none"> - 5 HP Totally Enclosed, Fan-Cooled Motor 230/460v,3ph,60hz - Sumitomo Vert. Down, Grease filled Reducer - Coupling: High Torque Jaw Style <p>Automatic Reversing Controller as follows:</p> <ul style="list-style-type: none"> - Nema 4X FRP Enclosure - PLC logic control - IEC Starters - LED Indicators- for longer life - Current Sensing Auto-Reversing Program <p>Standard One Year Warranty and one (1) Day of startup service included.</p> <p>Estimated Delivery Lead Time_____</p> <p>PLEASE INCLUDE ANY SHIPPING COST</p> <p>For questions on this Bid, please contact Joe Impellizeri, Maintenance Supervisor, Brooklyn CI at 860-779-4562.</p> <p>Brooklyn CI 8/6/10</p>	1	Ea		
				TOTAL \$:	

DATE SUBMITTED:	PURCHASE ORDER ADDRESS (If different from bidders address above):		
AUTHORIZED SIGNATURE:	PRINTED NAME:	TITLE:	